(1)

No.

Supreme Court, U.S.
FILED

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Supreme Court of the United States

October Term, 1995

JAMES R. CREQUE III,

Petitioner,

against

NASMOON S. CREQUE,

Respondent.

ON PETITION FOR WRIT OF CERTIORARI TO THE QUEENS COUNTY SUPREME COURT OF THE STATE OF NEW YORK

PETITION FOR WRIT OF CERTIORARI

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Questions Presented for Review

1, Whether the actions of the judge listed below violated the petitioner's constitutional rights of due process and equal protection of the law.

a, Forbidding the petitioner's lawyer from filing any motion on his behalf.

b, Ignoring motions filed on behalf of the petitioner and forbidding any mention of them at the hearings.

c, Acknowledging *at a hearing on the record* that an order of his court violates the law of the state, then proceeding to issue another judgement which also violates the law to enforce the first judgement, then ordering the petitioner to pay an arbitrary amount to the opponent's lawyer for his fee.

d, Permitting the opponent's lawyer to garnish 69% of the petitioner's income indefinitely, paid directly to him, while he contrived matters for litigation.

e, Relieving my lawyer without cause then having me come back pro se and holding the me in contempt and sentencing me to 30 days in jail.

2, Whether the State Appeal Courts violated the petitioner's constitutional rights of due process and equal protection of the law by:

a, Making its ruling based on a file that was purged of pertinent records in the lower court.

b, Refusing to grant the petitioner leave to appeal the case with the complete file.

c, making incorrect statements in its decision and even assigning the case to the wrong county.

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PETITION FOR WRIT OF CERTIORARI

Jurisdiction

The jurisdiction of the US Supreme Court should be invoked under the **US Constitution Article III Section 1** which states in pertinent part The judicial power of the United States , shall be vested in one Supreme Court, . . . and **Section 2** which states in pertinent part . . . the judicial power shall extend to all cases, in law and equity, arising under this Constitution . . .

Cases in the Courts of Appeal may be reviewed by the Supreme Court by the following methods:

(1) By Writ of Certiorari granted upon the petition of any party to any civil or criminal case, before or after rendition of judgment or decree . . .

Constitutional and Statutory Provisions Involved

The Fourteenth Amendment to the Constitution of the United States provides, in pertinent part:

. . . nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The Fifth Amendment to the Constitution of the United States provides, in pertinent part:

. . . nor shall any state deprive any person of life, liberty, or property, without due process of law;

New York State Domestic Relations Law section 240, item 10-h. which states:

A validly executed agreement or stipulation voluntarily entered into between the parties after the effective date of this subdivision presented to the court for incorporation in an order or judgement shall include a provision stating that the parties have been advised of the provisions of this subdivision and that the basic child support obligation provided for therein would presumptively result in the correct amount of child support to be awarded. In the event that such agreement or stipulation deviates from the basic child support obligation, the agreement or stipulation must specify the amount that such basic child support obligation would have been and the reason or reasons that such agreement or stipulation does not provide for payment of that amount. Such provision may not be waived by either party or counsel. Nothing contained in this subdivision shall be construed to alter the rights of the parties to voluntarily enter into validly executed agreements or stipulations which deviate from the basic support obligation providing such agreements or stipulations comply with the provisions of this paragraph. The court shall, however, retain discretion with respect to child support pursuant to this section. Any court order or judgement incorporating a validly executed agreement or stipulation which deviates from the basic child support obligation shall set fourth the court's reason for such deviation. *((1992, chgd. by chap. 41, eff. 4/2/92.)

New York State Family Court act part ONE, section 413, item 10-h. which states: Identical to § DRL 240 10-h above.

Statement of the Case

This is not a complex case based on the finer points of law. It is a simple case about violations of basic constitutional rights and the integrity of court records in New York State. The actions of the New York courts that deny individual's rights are so common that they are the subject of public hearings repeatedly over the years. Many civic organizations exist primarily because of these abuses of power by the state's courts. The repetition of the testimony and circumstances at these public hearings over the years show the failure of the state to take any action to correct the problems. This has the effect of encouraging these abuses of judicial authority.

The improper and unlawful actions of the judge in this case has resulted in the deprivation of any contact or communication of any kind between two of my children and myself. It has wrongfully deprived me of more than a hundred thousand dollars while falsely labeling me as a deadbeat dad. There is an abundance of evidence that these were the result of deliberate actions of the judge.

None of the actions of the judge in this case was for the legitimate purpose of providing support for my children. In fact by refusing to hear my children or any motion I made about their abuse he in effect concealed the fact that they were being abused by their mother. She even filed a complaint claiming that I was sexually abusing my 19 year old daughter Lavida. This was investigated and found to be completely false. The judge forbid any mention of this at the hearings.

This case was a deliberate action to create a financial burden that would completely ruin me. This becomes evident soon after

you start reading the case file in spite of the judge's efforts to conceal it.

This case involves the denial of the plaintiff's basic rights of due process and equal protection of the laws, and depriving the plaintiff of legal counsel. It also involves the integrity of the court records and the epidemic of court record tampering in New York State. Worst of all it shows the abuse of children being encouraged by the judge.

Tampering with Court records has gotten so bad in New York State that it has been protested at public hearings and in letters to top officials in the court system. [see appendix pg 49a letter from The Americans for Legal Reform to Chief Judge Judith Kaye] Many civic organizations devote most of their time and resources to fighting this kind of problem. The following are just a few organizations that I have been involved with since my case began in 1991. Family Advocates, Coalition for Family Justice, Americans for Legal Reform, Father's Rights Association, Father's Rights Metro.

Judges take the lawyers for both sides of a case into a back room. One or both of the litigants are barred from these meetings. After this meeting the litigants are told what the ruling is and that he may not question the outcome but he must comply with it. The litigants are not allowed to know what was said or presented during these meetings. No transcript or any other record is kept of these meetings. The litigant is not allowed to speak for himself. A sham hearing is then conducted on the record to formalize what was decided in the private back room meeting.

In this particular case the judge and lawyers used fraud, deceit and severe pressures including the deprivation of any contact

with the plaintiff's children to force me (the plaintiff) to accept a stipulation. This practice was bad enough and frequent enough in this state that the legislature addressed it directly with Domestic Relations Law 240, 10, h. and Family Court Act Part one section 413, 10, h. These laws, identical in wording, say in essence that a person cannot stipulate to give up his rights without the stipulation itself showing what rights he is giving up. By acknowledging that he is in violation of the law even as he proceeded this judge thumbed his nose at the law and the legislature.

The case was appealed and the file was subpoenaed by the Appellate Court for review. Before it was delivered to the Appellate Court the file was purged of all transcripts and financial disclosure records related to the questions in the appeal. State court rules require financial disclosure records before a divorce can proceed.

The Appellate Court ruled that "Most of the plaintiff's claims were based on matters dehors the record". I (The plaintiff) discovered that the records were purged, and filed for leave to appeal the case on the complete record. This motion was denied without comment or reason stated. The New York State Court of Appeals also denied this motion without comment or reason stated.

Other actions that compromised the records of the case are:

A licensed stenographer acknowledges discarding the tapes of a transcript.

In March of 1992 the judge dismissed my motion for enforcement of visitation based on a claimed "stipulation spread upon

the record". No stipulation was ever written or made a part of the record at that time.

So many records were removed from the case file before it was sent to the Appellate Court that any reasonable person who looks at the file would have to conclude that it is incomplete. The removed records included transcripts, tax returns and statement of net worth. I have copies of all records except one transcript which the stenographer claims was never transcribed and the tapes discarded. When the judge forbid the plaintiff or his lawyers from filing legitimate motions and penalized the plaintiff for mentioning an affidavit that was before him he was indirectly tampering with the records as well as depriving me of proper legal counsel.

In order for a father to claim denial of visitation as a defense for witholding child support he must have brought the matter before the court. By forbidding my lawyers from filing such motions and dismissing such motions based on false claims the judge caused the record to appear as though I never did.

History of the Case

Every effort was made to keep this brief and portray it accurately. There was more that I would have liked to include but this case went on for more than four years. I hope to include enough information to show the violations of law and of my constitutional rights in the case.

In September of 1990 I hired Mr Strabone of the firm of Jacoby and Myers to file for a divorce. From October until January of 1991 I could not get Mr Strabone to tell me what was going on with the case. In February of 1991 I hired Mr Stafford Liss. After the interview and preliminary examination of my

case Mr Liss told me I had a good case. No lawyer could guarantee the outcome but my expectations were reasonable. He said Mr Strabone was evasive with him also and he couldn't understand why.

Mr Liss told me that matrimonial law wasn't his specialty but his associate Ms Denice Constanza was an expert in that field and she would be working closely with him. Mr Liss worked out a preliminary agreement with the defendant's lawyer and we went to court on April 22, 1991 to get a Pendente Lite order.

When we got to the court the defendant's lawyer, Mr Liss, and the defendant were called to the Judge's back room. I was told I must not go. Mr Liss assured me it would be alright. After about half an hour they came back out. Mr Liss appeared disturbed. He told me that the court added $270.00 per month maintenance to the agreement. He said I'd better not try to question it or the judge would go very hard on me. He promised to take care of it later at the trial. He emphasized I must answer the judge's questions the way he told me to.

His associate Ms Constanza questioned these things. She was not in the judge's back room meeting. She stepped up to the lawyers table to speak for me. JUDGE LONSCHEIN FORBID HER FROM SPEAKING OR APPEARING AT THE LAWYERS TABLE. THE REASON HE GAVE WAS THAT HER SHOES WERE NOT APPROPRIATE FOR APPEARANCE IN HIS COURT. Ms Constanza wore a woman's business suit and walking shoes. Her dress shoes were in her bag. This is a common practice of professional women. She was not given a chance to change her shoes. The stipulation was read into the record and I was instructed by Mr Liss to approve it for my own good. Among its terms were that I was allowed three hours from that moment to move out of the marital residence.

The defendant immediately started severely abusing my children and hiding them when I was supposed to visit with them. In one example she packed their clothes in garbage bags and put all three of them out of "her" house. This was punishment for calling me on the telephone. In addition my rental property suffered some expensive damage. Mr Liss told me he could not file any motion in my behalf. He said the judge would consider any motion he filed frivolous and hit him with a $10,000.00 sanction. He told me many things which I found unbelievable. He later denied many of the things he had told me. He even denied everything that happened in court on April 22.

After repeated requests over several weeks he decided that If I wanted a hearing in court I would have to file the papers myself. He would prepare the papers and they would have to say that I voluntarily agreed to the pendente lite order. I told him I would do anything for a chance to tell the judge what's happening to my children. I filed the papers and a hearing was scheduled.

On the day of the hearing July 1, 1991 I took my children to court with me. They said that they wanted to tell the judge what their mother was doing to them. When we went to court Stafford Liss told me the judge will not hear me nor my children. He ordered me to send them back home with their mother to face her retribution. After that they became much more afraid of her. Stafford Liss then told me that the case was adjourned indefinitely and he was quitting.

I sought help from the office of then Congresswoman Helen Marshall. Her legal assistant, Retired Judge Booth referred me to Attorney Linda Roots.

Ms Roots told me I had a good case and my expectations were reasonable. She also cautioned me that no lawyer could guarantee any outcome. She noted the fact that I had bank records showing that the defendant had been systematically transferring money from the joint family account to custodial accounts in the names of her sister's children for several years. The amount totalled more than $50,000.00.

At first in August of 1991 when Ms Roots took over the case the defendant began honoring visitation. We went through the first Examination Before Trial. Both sides pledged to honor the Pendente Lite order and pursue a final settlement. About six weeks later the defendant began interfering with visitation again. She also let her home go into foreclosure for a second time. Although she had sole possession and of the marital residence my name was not yet removed from the mortgage. Then Ms Roots started stalling and making contradictory statements to me. She would say something to me one time then deny it the next. She falsely accused me of verbally abusing her. I found it necessary to carry a microcassette recorder with me whenever I spoke to her.

After repeated requests over five months Ms Roots filed a motion on Feb 19, 1992 about the denial of visitation. On the day of the hearing, March 9, 1992, She told me the judge "refused to hear any motion she filed". He ordered her to go with the defendant's lawyer and work it out. This is what was worked out. I would advance the defendant $3,300.00 over and above what she was due to take her home out of foreclosure. In exchange she would stop interfering with my visits with my children. Ms Roots promised me credit for this money at the property settlement. The defendant honored the agreement for about five weeks then resumed the interference.

Before each hearing and frequently after hearings the defendant's lawyer, Mr Stanley Alter was called into the judge's back room for a private meeting. This was apart from the meetings where the attorneys for both sides were present. I have an affidavit from a witness to these meetings.

The judge dismissed all pending motions based on the agreement of March 9, 1992. When I asked Ms Roots to have the agreement in writing she denied it was that way then stopped all work on the case. Then Ms Roots told me she wanted to quit my case. I told her that I had been carrying a tape recorder for several of our meetings. About an hour later she called me and told me she was sorry that things went the way they did. She would continue working on the case. She did nothing and would not answer or return my calls for several weeks. I was referred to a new Lawyer By James Wilks, President of Father's Rights Association. Ms Roots said she would turn over my file to a new attorney but I must pay her any money I owed her. She never would say how much money she wanted. When the new attorney, Mr Reynold Mason, contacted her SHE EVENTUALLY GAVE HIM MY FILE WITHOUT ASKING FOR ANY MONEY.

After a very lengthy discussion of my case Mr Mason told me I did indeed have a good case and reasonable expectations. He promised to file a motion about the harassment of my children and visitation and see the defendant's attorney and bring this matter to a close. For about 3 weeks after Mr Mason took over my case the defendant honored visitation then she resumed denying it again. Mr Mason then told me that since he couldn't resolve the case we would have to go to a trial. About a week later he told me the judge would not hear any motion about visitation. He then denied ever saying he was going to file any motion about visitation at all.

After that I could not get a meeting with Mr Mason to prepare for the trial. I made several appointments and waited many hours in his office but he never would meet with me. The appointments were cancelled at the last minute for various emergencies. In one instance when he was to meet me on a Saturday a few weeks before the trial. I was told by Mr James Wilks that Mr Mason had a heart attack and was in the hospital.

Right up to the day of the trial I could not get in touch with Mr Mason. The night before the trial I told Mr Wilks that I had not seen Mr Mason. I didn't even know if he would be at the trial. About 2 hours later Mr Wilks called me back and told me that Mr Mason would indeed be at the trial and that he said "don't worry". That was no comfort.

The morning of the trial I sat while the judge and the defendant's lawyer repeatedly asked where my lawyer was. I went outside and called Mr Wilks who said he didn't know what to tell me.

Mr Mason finally came into the hallway of the court building. He immediately threatened to turn around and go home if I said anything. He complained that I had no business calling Mr Wilks about him. He then walked away toward the building exit. After some persuasion Mr Mason finally came back and said he would handle my case. He warned that if I questioned anything he did he would immediately walk out. He said that he would get me visitation with my children. He also said that I should know that if he walked out I may never get to see my children again. He repeated this to me several times that afternoon and the following day then handed me a proposed stipulation that increased the support and the alimony by nearly 200.00 per month. It specifically forbid me from addressing the $50.000.00 the defendant had taken and gave her more than two thirds of the

marital assets. Frightened for my children and myself, and in complete despair I accepted it.

I then discovered that the money I had agreed to pay was in excess of my income. In addition, the defendant denied visitation and any contact or communication with my children. Among the requirements of the judgement was that I was to sell my rental property and split the proceeds with the defendant. The price I was ordered to sell it for was about $15,000.00 above its actual value. I was given 120 days to sell it at that price or pay the defendant an additional $500.00 per month.

I read the laws on the subject and found out that what they did was in violation of the law. I told Mr Mason this. He filed a motion to be relieved as counsel claiming I owed him $1,200.00. I PROVED IN COURT WITH CANCELLED CHECKS THAT I HAD PAYED HIM THE FULL AMOUNT OF HIS FEE. I also filed a motion Pro Se to be heard that same day. JUDGE LONSCHEIN RELIEVED MR MASON then instructed him to prepare papers so that I could turn the marital residence over to the defendant. At this time the divorce judgement had not yet been signed by the judge. He then denied my motion without comment and walked out of the courtroom. He scheduled a hearing for 2 weeks later to hold me in contempt for arrears and for not turning over property to the defendant.

Mr Mason delivered the papers to me the day before the hearing. In the day of the hearing JUDGE LONSCHEIN DID NOT ALLOW ME TO SPEAK. He asked me if I had given the papers to the defendant. I said not yet. HE HELD ME IN CONTEMPT AND SENTENCED ME TO 30 DAYS IN JAIL. I then blurted out that I had just received the papers from Mr Mason. I had been trying to get Mr Mason and the lawyers before him to do this for more than a year. This was something

I wanted to do even before the judgement. The judge then offered to rescind the contempt if I would sign over the property immediately.

After I struggled more than a year to get the lawyers to prepare the papers I was being jailed because they didn't. This matter became an issue because the judge refused to hear any of my concerns regardless of merit. This just showed Judge Lonschein's extreme bias. He also ordered me to turn over my rental property to the defendant based on a false claim by her lawyer that they had a buyer for the property at the required price. She evicted the tenants I had and put in her own. Six months later Judge Lonchein refused to address this. He required me to continue paying the mortgage. He refused to hold the defendant accountable for the rents she collected or credit me for the mortgage payments I was making.

I appealed the divorce judgement pro se on the grounds that it was unconscienable and overreaching, the product of fraud and deceit, and it violated New York Domestic Relations Law 240, 10, h. The Appellate court subpoenaed the case file for review. Before it was sent to the Appellate Court the file was purged of all records that would support my claim. These included transcripts, tax returns, and bank records. The Appellate Court ruled that most of my claims were based on matters dehors the record. When I found out that the file had been purged I filed a motion for leave to appeal with the complete record. This was denied by both the Appellate Court and the Court of Appeals.

Starting in October of 1992 the defendant's lawyer used CPLR 5241 process to garnish 69% of my pay indefinitely and had it payed directly to him. He filed frivolous motions in court and had several adjournments. This went on for more than 7

months totalling over $7,000.00. Since CPLR 5241 money may not be used for anything but child support I filed a motion asking the judge to have Mr Alter account for the money he was taking from my pay. Judge Lonschein refused. The defendant's lawyer then volunteered to stop it.

Between January and November of 1992 the defendant's lawyer called my former employer several times and threatened to subpoena him for a personal appearance in court. He visited my employer twice while I was there. He served my employer a subpoena for personal appearance at the trial November 16, 1992.

Among my plans was to buy the company from my employers who were preparing to retire. I was increasingly taking over the management of it. With 69% of my pay being garnished and unable to even get the judge to address any of my concerns I could not give my employers any assurance that I would be able to pay them for the company. In June of 1994 they sold off the company assets and retired.

When I lost my job in July of 1994 I filed a motion for a downward modification. My oldest daughter moved out of her mother's house and moved in with my sister. She gave me an affidavit of her emancipation which I filed with the court. Judge Lonschein refused to address either of them. He held and adjourned several hearings to hold me in contempt for growing arrears thus running up the defendant's lawyer's fees.

Another attorney, Mr Ira Kerzner, represented me Pro Bono. Mr Kerzner asked the judge to address the papers that I had filed at a hearing on September 13, 1993. Judge Lonschein held my motion papers in his hand where they could clearly be seen and stated they were not filed. The court records show that they were

made a part of the file on Aug 20. Mr Kerzner made a valiant effort to have the court address the motions I had filed but Judge Lonschein would not. He adjourned the hearing to September 29 to have the papers served to him.

On September 29 Mr Kerzner had prepared motions to file in court for me. Judge Lonschein took him into his back room. When he came back out he told me he would not be able to file the motions because he could be held financially liable if he did. Mr Kerzner said the judge would state the only matters we would be allowed to address at the start of the hearing. We would not be allowed to address my motion for downward modification. THAT MATTER HAS NEVER BEEN ADDRESSED.

When the hearing began Judge Lonschein reacted angrily to the affidavit that my daughter had submitted. He retroactively cancelled college tuition due to my daughter from both parents totaling over $9,000.00. He then said he was ordering the defendant to comply with visitation for 6 weeks and would hold a hearing then to address certain motions before him. The defendant was not present during this hearing. She was outside in another room. He sent the defendant's lawyer to her in the outside room with a message that she should honor visitation.

Eight weeks later he held a hearing and ruled that even though the defendant didn't allow visitation once during that period she was not in violation of his order. He held an in camera interview with my 2 younger children wherein he allowed only questions that would support the ruling he intended to make. He ruled then that in his opinion my children didn't want to see me therefore I was no longer entitled to visitation. He then adjourned the hearing to November 26, our wedding anniversary, when he was to decide whether or not to hold me in contempt for the arrears.

This was the Friday after Thanksgiving. Judge Lonschein normally addressed matrimonial matters on Mondays only. I suspect that this was done for the entertainment of the defendant.

Since Mr Kerzner was being constrained by the judge from representing me properly I represented myself on November 26. Judge Lonschein again refused to address the downward modification. He accused me of doing things which he knew I didn't do then threatened me with contempt if I tried to refute it. He ruled that even though I was unemployed my failure to pay the growing arrears was contumacious. He gave the defendant a judgement against my home for $14,000.00. He also gave the defendant's lawyer an arbitrary judgement against my home for $2,000.00 in fees. As of December 1995 the motion for downward modification filed in July of 1993 has not been addressed. The November 16 ruling violated New York Domestic Relations Law 240 7, (d) and 240 10, (g). I appealed it on those grounds.

The magnitude of the task of handling the two appeals plus the effect of all these illegal actions overwhelmed me. I was unable to perfect the appeal within the six month period. I filed a timely motion to enlarge the time to perfect. It was denied under extraordinary circumstances. The Appellate court denied my request for extension even though it was filed timely and properly and with good cause. The extension I requested simply enlarged the time to that which is normal in the other three departments of the New York Appellate Division. It is my understanding that the Appellate court routinely grants this enlargment to lawyers for just about any reason.

The decision and order on motion had major errors. It stated that no papers were filed in opposition when in fact they were. It gave the wrong county for the court. These made it appear as

though they were ruling on the wrong case. [see appendix page 34a]. The attorney's affirmation in opposition to the motion claimed that it had been more than 18 months since I filed the notice of appeal. This was deliberate deception. His date was wrong and his arithmentic was wrong. The proof of this was in the hands of the appellate court judges when they made the ruling. This plus the glaring errors in their decision statement makes it clear that their ruling was not based on the evidence or merits of my case.

It should be noted that at the time I filed for the divorce I had three properties. The marital residence which I bought 8 years earlier for $80,000.00 and 2 rental properties which I bought for $45,000.00 10 years earlier and $25,000.00 17 years earlier. The divorce judgement gave the defendant the marital residence, all of the cash and most of the equity value of the smaller rental property. It required me to sell the smaller rental property for much more than it was worth and pay the defendant nearly all of the proceeds. If I failed to sell it in 120 days I would have to pay the defendant an additional $500.00 per month. This was added to support and maintenance that was already more than I earned.

The very worst thing about the improper actions of the judge and the lawyers is that they conspired to deprive me of any contact at all with my children. My son James resisted their efforts until they sent him away. I don't know where he was sent. No one has ever even claimed that there was any rhyme or reason for this.

Reasons for Granting Certiorari

This case involves several issues which affect basic justice, the credibility of the court system in the state of New York, and its compliance with the Constitution of the United States.

1, RECORD TAMPERING. This is something that was protested by participants at two public hearings that I participated in. They were held by State Assemblyman Charles O'Shea at Hofstra University, and by former State Assemblyman G. Oliver Koppel (Now State Attorney General) on Sep. 21, 1993 at the State Office Building at 270 Broadway in Manhattan. Mr Koppel was then Chairman of the standing committee on the judiciary of the New York State Assembly.

Most notable among the volumes of testimony by dozens of organizations was that of the Americans for Legal Reform attesting to the fact that court records are ROUTINELY altered to make the case appear very different from the way it actual was. [see appendix page 49a] In my case there was large scale removal of records from the file. The ruling of the Appellate court was flawed even based on the records they did get. They pointed out that most, but not all, of the plaintiff's claims were based on matters dehors the record. A reasonable person would conclude that the records that were left does not justify their ruling. They should instead have raised serious questions.

2, JUDGE'S DEPRIVING LITIGANTS OF LEGAL COUNSEL.

The judge forbid 4 lawyers from filing motions on my behalf. 2 of those lawyers said they were afraid of sanctions up to $10,000.00 by the judge.

The judge relieved my lawyer without cause then ordered him to complete the paperwork for the judgement. Two weeks later he held me in contempt for not having the papers my former lawyer was supposed to have prepared, and sentenced me to 30 days in jail.

3, UNLAWFUL JUDGEMENTS AND THE UNWILLINGNESS OF THE APPEALS COURTS TO REVIEW AND REVERSE THEM.

We regard the law as the supreme authority. Any judgement that violates the law should be reversed. A stipulation is a contract. Any contract that violates the law is null and void. Judge Lonschein acknowledged on the record that his judgement violated the law yet he proceeded to enforce it and issued another judgement to that end which also violated the law. [§DRL 240 7 d]

4, ROUTINE VIOLATIONS OF LAW, STATE COURT RULES, AND THE JUDICIAL CANNON OF ETHICS BY THE JUDGE.

The judge frequently held ex parte meetings with the defendant's lawyer just before and after hearings. In at least one case Witnessed by several people the meeting was asked for by the judge.

5, THE REFUSAL OF THE JUDGE TO ADDRESS MATTERS IN MOTIONS PROPERLY FILED.

At the hearings held by then Assemblyman G. Oliver Koppell representatives of the Grievance Committee for the Second and Eleventh Judicial Districts of New York State, and the attorneys bar association acknowledged some of their worst practices such as: *All complaints against judges or lawyers regardless of merit are dismissed with a form letter stating they are without merit. (I RECEIVED THIS RESPONSE TO MY COMPLAINT). Only a person who persists in resubmitting a complaint will even have it addressed.*

If given the opportunity to I could prove at least one other case in which I was involved where the case file was tampered with. In yet another instance when I was in Brooklyn Supreme Court I observed a judge tell the stenographer to make changes on the stenotape after a hearing. The stenographer then made handwritten notes on the tape.

At one of the depositions the defendant gave a blanket I don't remember to all questions about her disposal of $27,000.00 most of which was done within the previous 60 days. Her attorney would not allow any questioning about this money. The court reporting company claimed they never transcribed those minutes and they discarded the tapes. The judge forbid us from addressing this matter before him.

CONCLUSION

Hundreds of people in New York City alone face the same kinds of improper actions by judges and lawyers. Children watch as a loving caring parent is destroyed by the courts. I don't pretend I know why these things are done. When the Judge takes an active role in the perverting of justice the victim may not know what hit him until his whole life and that of his children is destroyed. Court processes such as statute limitations prevent him from even seeking redress. Legal counsel is unavailable to a person fighting a supreme court judge.

Throughout their lives my children depended on me to protect them from their mother's meanness. Once the court took away any authority I had in their lives they were reduced to a life mostly controlled by fear. My oldest daughter had the option of moving out of her mother's house to escape her abuse. My son James kept finding ways to see me. He has been sent away to an unknown location. My daughter Jacklyn not only looks like me,

she demonstrated a high aptitude for technology and we shared work on many projects. The greatest pressure was exerted on her. She finally relented and went along with whatever her mother wanted. These kinds of horrors are all too common. THEY CANNOT HAPPEN WITHOUT JUDICIAL MISCONDUCT IN THE EXTREME.

In addition to the damage they did to my children these judgements have been an ever growing disaster for me. First they took all of my savings and my rental property. The lawyer destroyed my career with his harassing of my former employer. They set a support and maintenance amount so high that I cannot possibly pay it. I never made that much money. The growing arrears gives them a mechanism with which they are moving to take my home. They have already built up over $38,000.00 in judgments against my home by going back to court periodically. Justice requires a complete overturn of these judgments and an investigation into how these terrible things are done and how to stop them from continuing.

Respectfully Submitted,

JAMES R. CREQUE III
Petitioner *Pro Se*
547 Euclid Avenue
Brooklyn, NY 11208
(718) 277-4090

APPENDIX

First Judgment of November 1992.

At the Supreme Court of the State of New York held in and for the County of Queens, at the courthouse located at 88-11 Sutphin Boulevard, Jamaica, New York on the .18th.. of Feb, 1993

PRESENT:
Hon. Joseph Modugno,
Judicial Hearing Officer

James R. Creque III,
Plaintiff,

Index No. 3376/91
Cal No.- 34738

-against-

JUDGMENT

Nasmoon S. Creque,
Defendant.

Plaintiff James R. Creque II (hereinafter the "plaintiff") having instituted this action for a judgment of absolute divorce against the defendant, Nasmoon S. Creque (hereinafter the "defendant"), and the summons and verified complaint having been personally served upon the defendant, and the summons bore the notation "Action for Divorce", and the defendant having interposed an answer to the complaint, and the matter having come before me on November 16, 1992 and November 17, 1992, and the plaintiff having withdrawn his complaint, and the defendant having amended her answer to include a counter-claim based upon constructive abandonment, and defendant having given evidence to the court in support of her allegations

contained in the amended answer, and the court having duel considered the testimony of the defendant and the parties having entered into a stipulation of settlement on the record with regard to custody of the infant children, their support and the wife's maintenance, the plaintiff's visitation and the distribution of marital property, and having executed this date the Findings of Fact and Conclusions of Law,

NOW, on motion of Alter and Alter, attorneys for the defendant, it is

ORDERED, ADJUDGED AND DECREED, that the defendant have judgment that the marriage between herself and the plaintiff herein is dissolved by reason of the constructive abandonment of the defendant by the plaintiff pursuant to New York State Domestic Relations Law §170(2), and it is further

ORDERED, ADJUDGED AND DECREED, That the defendant shall have custody of the three infant children of the marriage, to wit, Nasmoon Lavida Creque, Born May 23, 1974; Jacklyn Olivia Creque, Born July 27, 1979; and, James R. Creque IV, born February 4, 1981, and it is further

ORDERED, ADJUDGED AND DECREED, that as of december 1, 1992, the plaintiff shall pay to the defendant as and for the support of each of the infant children, the sum of $65.06 per week until each child reaches the age of twenty-one (21) years, and it is further

ORDERED, ADJUDGED AND DECREED, that said payments are to be made on Friday of each week by mailing or delivering said payment to the defendant at her residence address, to wit 26-53 94 Street, East Elmhurst, Queens New York, or such other address as the defendant may designate to the plaintiff in writing, and it is further

ORDERED, ADJUDGED AND DECREED, that commencing December 1, 1992, plaintiff shall have visitation with his two infant children, Jacklyn Olivia Creque and James R. Creque Iv, every other weekend commencing on Friday evening at 5:00

P.M. and returning said children on Sunday evening at 8:00 P.M. In addition to visitation every other weekend, the plaintiff shall have visitation with the two infant children on Wednesday Evenings from 5:00 P.M. until 8:00 P.M. Further, the plaintiff shall have visitation with the two infant children on alternate legal and school holidays and for one half of said children's summer vacation. With respect to the visitation during the infant children's summer vacation, in order to exercise said visitation, the plaintiff is obligated to notify the defendant, in writing, no Later than the 15th od May each year, as to what period of time he intends to exercise his summer visitation with the two infant children and has to advise the defendant as to where the two infant children will be taken. In the event that the plaintiff exercises his summer visitation with the two infant children within the City of New York, then in that event, during said period the defendant shall have the right to visit the two infant children on Wednesday evening of each week of said visitation between the hours of 5:00 P.M. and 8:00 P.M.

With respect to the visitation of the oldest of the infant children, to wit, Nasmoon Lavida Creque, because of her advanced age, no schedule of visitation need be established as said child is free to see and be with her father as she desires, and it is further,

ORDERED, ADJUDGED AND DECREED, that for a period of three (3) years commencing December 1, 1992, the plaintiff shall pay to the defendant the sum of $100.00 per week for maintenance which payments are to be made on Friday of each week by mailing or delivering said payment to the defendant at her residence address, to wit, 26-53 94 Street, East Elmhurst, Queens, New York, or such other address as the defendant may designate to the plaintiff in writing, and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff shall execute a bargain and Sale Deed transferring his interest in the former marital property to wit, 26-53 94 Street, East

Elmhurst, Queens, New York, to the defendant herein by November 27, 1992, and the plaintiff shall cause the delivery of said deed and all other necessary documents to effectuate said transfer of his interest which deed shall be delivered by the plaintiff to the attorneys for the defendant by November 27, 1992, and it is further

ORDERED, ADJUDGED AND DECREED, that the defendant hereby agrees to deliver a deed and all necessary documents transferring her interest in a parcel of property known and designated as 547 Euclid Avenue, Brooklyn, New York, and it is further

ORDERED, ADJUDGED AND DECREED, that as a result of the above-mentioned transfers of real property the plaintiff owes to the defendant the sum of $11,000.00 (as the Euclid Avenue property being transferred by the defendant to the plaintiff has a greater value than the real property transferred by the plaintiff to the defendant), And the plaintiff shall pay to the defendant said $11,000.00 out of plaintiff's share of the proceeds realized from the sale of a parcel of property known as and designated as 431 Atkins Avenue, Brooklyn, New York. However, if 431 Atkins Avenue is not sold by March 17, 1993 then in that event the plaintiff shall pay the defendant the sum of $500.00 on the first day of each month in liquidation of the $11,000.00 obligation set forth in above which he owes to the defendant , and it is further

ORDERED, ADJUDGED AND DECREED, that the parcel of property known and designated as 431 Atkins Avenue, Brooklyn, New York: shall be placed on the market for sale by the parties hereto at a price not less than $95,000.00 after deducting the cost of said sale (attorneys' fees, brokerage fees, recording fees, if any). The defendant shall receive the first $5,000.00 plus fifty (50) percent of the balance of the net proceeds, and it is further

ORDERED, ADJUDGED AND DECREED, that from December 1, 1992 to the date of the sale of 431 Atkins Avenue, Brooklyn New York all rents received from the said property less the expenses to maintain said property shall be delivered to the defendant's counsel, Alter and Alter, to be deposited by them in an interest bearing account to hold said funds for the purposes of utilizing those funds for the education of the parties' infant children, and it is further

ORDERED, ADJUDGED AND DECREED, that notwithstanding the provisions set forth above, the plaintiff shall have an option for a period of six (6) weeks (by December 30, 1992) to purchase the defendant's interest of 431 Atkins Avenue, Brooklyn New York. Upon exercising said option, The defendant agrees to pay the defendant the sum of $52,000.00 for her interest within four (4) months from the date of exercising said option and shall, in addition pay $5,000.00 due to the defendant as set forth above, and the balance, if any, of the $11,000.00 due to the plaintiff as set forth above, and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff shall maintain the health and life insurance provided by his employer for the infant children of the parties and the plaintiff shall, in addition, obtain a $100,000.00 life insurance policy naming the three infant children as beneficiaries of said policy. and the plaintiff shall not hypothecate, borrow or assign any interest in said policy, and the plaintiff shall furnish to the defendant, at least annually, proof of the existence of said policies, and it is further

ORDERED, ADJUDGED AND DECREED, that the personal property presently located at the former marital residence. to wit, 26-53 94th Street , Queens, New York, is the sole property of the defendant and the plaintiff makes no claim thereto, and it is further

ORDERED, ADJUDGED AND DECREED, any bank accounts that the parties may have in their own names remains

the separate property of said party and neither may make any claims to the other's account, and it is further

ORDERED, ADJUDGED AND DECREED, in the event any of the infant children attends college, the costs of said college education which shall include tuition, room and board, meal plans and any other college related items, shall be paid for by the plaintiff contributing sixty (60) percent of the cost of college education as set forth above, and it is further

ORDERED, ADJUDGED AND DECREED, that the plaintiff, on or before December 17, 1992, shall supply proof of payment of all amounts due under the pendente lite order of this court and in the event it is established that monies are due and owing to the defendant under the pendente lite order, then in that event, plaintiff shall pay said arrears in full to the defendant within thirty (30) days, and it is further

ORDERED, ADJUDGED AND DECREED, That the stipulation of settlement dictated on the record on November 16, 1992 and November 17, 1992 shall be incorporated but not merged therein, and it is further

ORDERED, ADJUDGED AND DECREED, that the defendant may resume her maiden name, to wit Somir.

ENTER:

_____

Clerk

Notice of First Appeal to the Appellate Division, Second Department.

SUPREME COURT OF THE STATE OF NEW YORK
County of Queens

In the Matter of the Petition of
JAMES R. CREQUE III
Petitioner,

-against-

NASMOON S. CREQUE,
Respondent,

NOTICE OF APPEAL
Index No. 3371/91

PLEASE TAKE NOTICE that JAMES R. CREQUE III hereby appeals to the Appellate Division of the Supreme Court, Second Judicial Department, from the order of the Supreme Court, Queens County, entered herein in the office of the Queens County Clerk on April 1st,1993 and from each and every part of said order. Dated: Feb 18th, New York May 20th, 1993

James R. Creque III
Pro Se
547 Euclid Ave
Brooklyn, N.Y. 11208
718 277-4090

Notice of First Appeal Preargument Statement to the Appellate Division, Second Department.

SUPREME COURT OF THE STATE OF NEW YORK
County of Queens

In the Matter of the Petition of
JAMES R. CREQUE III
Petitioner,

-against-

NASMOON S. CREQUE,
Respondent,

PREARGUMENT STATEMENT
Index No. 3371/91

1.The stipulation was the result of coercion by my Attorney Reynold Mason. He threatened to walk out on my case if I didn't accept the terms exactly as he presented them.

2.A court order was entered that was supposed to be based on the stipulation. It contains items that were not presented to me in November. It also excludes items that were clearly expressed. Even the transcript includes items that were not discussed and excludes items that were stated on the record. I would like the court to have this matter investigated.

3. Mr Mason made a motion to be removed from the case on March 22,1993 claiming that he had not received payment. This is not true I have not been represented by counsel since that time.

4. There was never any financial statement presented by defendant
Namsoon S Creque.

5. There is a matter of funds illegally removed from family savings that was never addressed by plaintiffs' attorney as requested.

6.There is the matter of inequitable distribution of martial properties.

7. As to the matter of alimony for the defendant, she works and earns in excess of $20,000.00 per year.

8.The court order includes support that is far in excess of what the law requires of me based on my income. It is in violation of the Family Court act part ONE, section 413, item 10-h. which states: [A validly executed agreement or stipulation voluntarily entered into between the parties after the effective date of this subdivision presented to the court for incorporation in an order or judgement shall include a provision stating that the parties have been advised of the provisions of this subdivision and that the basic child support obligation provided for therein would presumptively result in the correct amount of child support to be awarded. In the event that such agreement or stipulation deviates from the basic child support obligation, the agreement or stipulation must specify the amount that such basic child support obligation would have been and the reason or reasons that such agreement or stipulation does not provide for payment of that amount. Such provision may not be waived by either party or counsel. Nothing contained in this subdivision shall be construed to alter the rights of the parties to voluntarily enter into validly executed agreements or stipulations which deviate from the basic support obligation providing such agreements or

stipulations comply with the provisions of this paragraph. The court shall, however, retain discretion with respect to child support pursuant to this section. Any court order or judgement incorporating a validly executed agreement or stipulation which deviates from the basic child support obligation shall set fourth the court's reason for such deviation. *((1992, chgd. by chap. 41, eff. 4/2/92.) The order fails to include a provision stating that the parties were advised what the basic child support obligations are under the law. [ref section 413 item 3-iii]

9. The court order combined with a previously existing support order in an unrelated matter exceeds my current income. I am therefore incapable of complying with it. I have included an income statement with my statement of net worth.

Second Judgment of November 1993.

At the Supreme Court of the State of New York held in and for the County of Queens, at the courthouse located at 88-11 Sutphin Boulevard, Jamaica, New York on the .. .. of Jan, 1993

PRESENT:
Hon. Arthur W Lonschein
Justice

James R. Creque III,
Plaintiff,
Index No. 3376/91
-against-
ORDER
Nasmoon S. Creque,
Defendant.

The defendant having brought on a motion by Order to Show Cause, dated april 30, 1993, to have the plaintiff held in contempt of this court's judgment, dated February 18, 1993, or in the alternative, for permission to enter a money judgment against the plaintiff for his arrears, and the plaintiff having moved by notice of motion dated July 30, 1993, for an order granting plaintiff custody of the two infant children of the marriage for a period of six months, and that the support of his daughter Nasmoon Lavida Creque, be suspended, and that the court direct the defendant to pay her share of college expenses for Nasmoon Lavida Creque, and for other relief, and thereafter by Order to Show Cause, dated October 4, 1993, the plaintiff moved for an order holding the defendant in contempt of this Court's order dictated in open court on September 29, 1993, for

allegedly interfering with plaintiff's visitation with his two children.

NOW upon reading and filing the Order to Show Cause dated April 30, 1993 and Affidavit of Nasmoon S. Creque, duly sworn to on April 14, 1993, in support of defendant's motion to hold the plaintiff in contempt , or for the entry of money judgment, and upon the Notice of Motion dated July 30, 1993 and the Affidavit of James R. Creque III, submitted in opposition to the defendant's motion and in support of plaintiff's cross-motion, and the court on September 29, 1993 Wherein the court granted plaintiff's cross-motion to the extent of modifying the Judgment of Divorce to provide that the plaintiff is no longer obligated to provide support for his daughter, Nasmoon Lavida Creque, and directing a hearing on the issue of the change of custody (and otherwise denied plaintiff's motion), and upon the plaintiff's order to show cause, dated October 4, 1993, in support of the plaintiff's motion to hold the defendant in contempt and the Affidavit of Nasmoon S. Creque, duly sworn to on the 3rd day of November 1993, and after an evidentiary hearing on the issue of change of custody
and the contempt of the plaintiff and the alleged contempt of the defendant, the court after hearing said testimony and after having duly deliberated thereon denied plaintiff's request to hold the defendant in contempt and found that the plaintiff owed the defendant , as and for arrears to the date of the hearing to wit, November 26, 1993, the sum of $13,793.00, and determined that the defendant was entitled to counsel fees to be paid by the plaintiff, it is hereby

ORDERED, that the Judgment for Divorce, dated February 8, 1993, be modified to eliminate the requirement of the plaintiff to pay the sum of $65.12 per week as and for the support of his daughter, Nasmoon Lavida Creque, as said child is emancipated, and it is further

ORDERED that the plaintiff's motions are in all other respects denied, and it is further

ORDERED that the defendant is entitled to a judgment against the plaintiff herein in the sum of $13,793.00 as and for arrears of child support, maintenance, and other payments required under the Judgment of Divorce up to November 26, 1993, and the Clerk of this Court is hereby directed to enter a judgment in favor of the defendant against the plaintiff in the sum of $13,793.00, and it is further

ORDERED, that the firm of Alter & Alter, counsel for the defendant, is granted a judgment against the plaintiff in the sum of$2,000.00 as an award of counsel fees for legal services rendered in the prosecution of defendant's motion to have the plaintiff held in contempt and for the legal services rendered on behalf of the defendant in opposing plaintiff's motions, and the Clerk of this Court is hereby directed to enter judgment in favor of Alter & Alter, located at 405 Lexington Avenue, New York, New York, against the plaintiff in the sum of $2,000.00.

ENTER:_____

Clerk

Appellate Court's Decision of First Appeal.

Supreme Court of the State of New York
Appellate Division : Second Judicial Department

___AD2d___ Submitted - November 29, 1994

CHARLES B LAWRENCE, J.P.
FRED T. SANTUCCI
MYRIAM J. ALTMAN
GLORIA GOLDSTEIN, JJ.

93-08411 DECISION & ORDER

James R. Creque III,
Appellant, V Nasmoon S. Creque, Respondent

James R. Creque III, Brooklyn N. Y., appellant pro se.

In an action for a divorce and ancillary relief, the plaintiff appeals, as limited by his brief, from stated portions of a judgment of the Supreme Court, Queens County (Modugno, J.H.O.), dated February 18, 1993, which inter alia, distributed the marital property and granted the defendant maintenance and child support.

ORDERED that the judgement is affirmed insofar as appealed from, without costs or disbursements.

The parties entered into a stipulation in open court with counsel present which resolved the child custody and economic issues in this matrimonial action. The stipulations were incorporated but not merged in the judgment for divorce. The husband contends on appeal that the stipulations should be modified set aside for various reasons.

Absent a showing that a stipulation was the product of fraud, overreaching, mistake, or duress, it will not be disturbed (see, Hallock v State of New York, 64 NY2d 224, 230; Ruxton v Ruxton, 181 AD2d 876). "A stipulation [of settlement] between parties in a matrimonial action may be set aside where it is manifestly unfair to one party because of the other's overreaching or where its terms are unconscionable or constitute fraud, collusion, mistake or accident" (Harragan v Harragan, __AD2d__ [2d Dept., May 31, 1994], quoting Barzin v Barzin, 158 AD2d 769,770).

Many of the plaintiff's contentions, including his claim that the stipulations were the result of coercion, are based on matters dehors the record. Insofar as his contentions can be reviewed on this record, we find them to be without merit. The stipulation with respect to division of marital property is fair on its face, and the plaintiff has failed to point to any evidence in this record that financial information of consequence was not disclosed. (see, Ruxton v Ruxton, 181 AD2d 876). Although the plaintiff contends that his child support payments were not in accordance with the Child Support Standards Act (see, Domestic Relations Law § 240[1-b]), the parties' stipulation included a specific acknowledgement that the statutory guidelines were followed in determining the amount of child support. Finally, we find no basis on this record to set aside those provisions of the stipulation in which the plaintiff agreed to pay 60% of the children's educational expenses (see, Domestic Relations Law § 240[1-

b][c][7]) and to pay maintenance to the defendant for a three-year period (see, Domestic Relations Law § 236[B][6]).

LAWRENCE, J.P., SANTUCCI, ALTMAN and GOLDSTEIN, JJ., concur.

ENTER:
MARTIN H. BROWNSTEIN
Clerk

Notice of Second Appeal to the Appellate Division, Second Department.

SUPREME COURT OF THE STATE OF NEW YORK
County of Queens

==========X

In the Matter of the Petition of
JAMES R. CREQUE III
Plaintiff,

-against-

NASMOON S. CREQUE,
Defendant,

NOTICE OF APPEAL
Index No.
3376/91

==========X

PLEASE TAKE NOTICE that JAMES R. CREQUE III hereby appeals to the Appellate Division of the Supreme Court, Second Judicial Department, from the judgement of the Supreme Court, Queens County, entered herein in the office of the Queens County Clerk on May 24, 1994 and from each and every part of said order.

Dated: _____

James R. Creque III
Plaintiff/Appellant Pro Se
547 Euclid Ave
Brooklyn, N.Y. 11208
718 277-4090

To: Alter & Alter
405 Lexington Avenue
New York NY, 10174
Attn: Stanley Alter

Motion to Appellate Court for Leave to Appeal the First Judgment With the Complete Record.

APPELLATE DIVISION, SECOND DEPARTMENT

----------X

In the Petition of	Supreme Court
JAMES R. CREQUE III	Index number
Petitioner,	3376/91
-against-	NOTICE OF MOTION FOR LEAVE TO APPEAL
NASMOON S. CREQUE,	Appellate Court
Respondent,	Docket number 93-08411

----------X

PLEASE TAKE NOTICE that the plaintiff JAMES R. CREQUE III hereby requests leave to appeal this matter to the New York State Court of Appeals from the Appellate Court Second department, 45 Monroe Place, Brooklyn N. Y. 11201 on Friday April 21, 1995.

The following reasons were given for not granting the appeal.

1, Many of the plaintiff's contentions are based on matters dehors the record.

2, The stipulation with respect to division of the marital property was fair on its face. The plaintiff failed to point to any evidence on the record that financial information of consequence was not disclosed.

3, Although the plaintiff contends that his child support payments were not in accordance with the child support standards act the parties' stipulation included a specific acknowledgement that the statutory guidelines were followed in determining the amount of child support.

I WISH TO HAVE THE COURT OF APPEALS REVIEW THIS MATTER FOR THE FOLLOWING REASONS:

1A, The case file subpoenaed by the Appellate Court was tampered with before it was delivered. The documents that would support the plaintiff's contentions were removed. Among the documents that were removed were:

a, Plaintiff's pay records provided directly to the defendant's counsel in response to subpoena.

b, Plaintiff's income tax returns for the years 1989, 1990, and 1991.

c, Bank record subpoenaed by the plaintiff which show not only that the defendant had absconded with and concealed over $27,000.00, but the methods she had used to control this money and attempt to conceal it.

d, Transcripts of examinations before trial that show when these records were made a part of the record.

e, I submitted with my appeal sworn affidavits of two witnesses of the action taken to coerce me into accepting this stipulation. The judge had refused to hear motions about the abuse and harassment of my children and denial of visitation for 19 months. He had held hearings to hold me in contempt for failure to pay support even though I was 2 months ahead in

payments. The lawyer who was supposed to represent me arrived at the trial nearly 2 hours late. When he arrived he stormed up to me belligerently and asked me "What business have you got calling around to people asking about me?" After saying many other things to me about his not tolerating anyone questioning how he does things he said he quit and walked away. The person who submitted the affidavit went after him and spoke to him. He came back and stated the conditions under which he would finish this case. I must not question anything he does and I must accept the stipulation he would get. He said he would guarantee me access to my children but if I don't go along with him he would walk out and I might never see my children again.

In addition to the fact that these records were removed from the file, there was a document included with the file that falsely claimed that the plaintiff earned $80,000.00 per year. Plaintiff's income tax returns show that plaintiff earned $19,215.00 in 1991. This included rental income from property that he was ordered to sell and divide the proceeds with the defendant.

2A, The bank records subpoenaed from Bowery Bank and First Federal Savings Bank show the defendants deliberate concealment of more than $27,000.00. Other documents showing smaller amounts totaling over $25,000.00 were available but not made a part of the record. The reasons the attorneys gave for not including them in the record was that there were too many transactions for small amounts. These records were painstakingly reviewed and showed deposits and withdrawals well over $140,000.00. By comparing dates of the deposits and withdrawals to determine concurrent possession it was determined that the net amount the defendant had concealed was over $55,000.00.

3A, DRL 240 10 h clearly states that a valid agreement SHALL include a provision that the parties have been advised of the provisions of this subdivision. It goes on further to say that such provision may not be waived by either party or counsel. No such provision was made a part of this stipulation.

The plain english wording of this law and the further provision that it may not be waived by either party or counsel indicates that it is intended to prevent just the kind of coercion and deception that was perpetrated in this case. The statement that the stipulation conforms to statutes not only does not bring the stipulation into compliance with this law, It shows a deliberate violation of it. That statement could be inserted into any document.

The judgement as it stands requires me to pay more money than I earned before my employer went out of business.

The effect of the removed records, the added document and the false claim made in the stipulation that it conforms to statute clearly show that there was deliberate deception and a deliberate effort made to undermine the lawful Court process for the benefit of the defendant.

I was not notified when the case was calendared by the Appellate Court. When I inquired about the case at the Appellate Clerk in late October 1994 I was told it could be over 18 months. To this day I have not been served with the decision from the Appellate Court. I found out about it by accident while looking through the Supreme Court files.

Dated: March 24, 1995 New York

James R. Creque III
Plaintiff Pro Se
547 Euclid Ave
Brooklyn, N.Y. 11208
718 277-4090

To: Alter & Alter
Attorney for the defendant
405 Lexington Avenue
New York N. Y. 10174

Appellate Court's Denial of Leave to Appeal.

Supreme Court of the State of New York
Appellate Division : Second Judicial Department

3219S
F/em

CHARLES B LAWRENCE, J.P.
FRED T. SANTUCCI
MYRIAM J. ALTMAN
GLORIA GOLDSTEIN, JJ.

93-08411 DECISION & ORDER ON MOTION

James R. Creque III, Appellant,
V Nasmoon S. Creque, Respondent

Motion by appellant pro se for leave to appeal to the Court of Appeals from a decision and order of this court, dated December 12, 1994, which determined an appeal from a judgment of the Supreme Court, Queens County, Dated February 18, 1993.

Upon the papers filed in support of the motion and the papers filed in opposition thereto, it is

ORDERED that the motion is denied.

SANTUCCI, J.P., ALTMAN and GOLDSTEIN, JJ., concur.

ENTER:
MARTIN H. BROWNSTEIN
Clerk

June 20, 1995 CREQUE v CREQUE

Motion to the Appellate Court to Enlarge Time to Perfect the Appeal of the Second Judgment.

SUPREME COURT OF THE STATE OF NEW YORK
Appellate Division, Second Department

X	SUPREME COURT
	INDEX NUMBER
In the Petition of	3376/91
JAMES R. CREQUE III	
Plaintiff - Appellant	
	NOTICE OF MOTION
-against-	FOR PERMISSION TO ENLARGE TIME TO PERFECT
NASMOON S. CREQUE,	
Defendant - Appellee	
	APPELLATE COURT
	CASE NO. 94-08800

PLEASE TAKE NOTICE that the plaintiff JAMES R. CREQUE III hereby requests permission of the court to enlarge the time to perfect the appeal on this matter. At the Court of Appeals of the State of New York. Court of Appeals Hall, Albany New York

REASONS:

So many wrongful and unlawful acts have been committed by the judge and the lawyers in the case that it is an enormous task just to put it together in a cohesive package.

I find it necessary to learn law and procedures for representing myself in this and another related matter. I NEVER WANTED TO PRACTICE LAW. I PRAY FOR THE DAY WHEN I CAN

STOP THIS LITIGATION. The Supreme Court Judge, Arthur Lonschein, has taken deliberate actions to prevent the lawyers I hired from properly representing me. I am carrying the burden of learning and implementing law, learning the research process and surviving the terrible injustices resulting from two devastating and unlawful judgements.

This judgement (the instant action) was made to enforce a prior judgement which was under appeal at the time that this judgement was made. If I prevail in the first appeal it will render much of this matter moot.

I requested a ninety day extension on the time to perfect this appeal so that I can concentrate on completing the first appeal then devote my efforts fully to this matter. The Appellate court took the highly unusual step of denying my request for extension even though it was filed timely and properly and with good cause. In addition, the extension I requested simply enlarged the time to that which is normal procedure in other departments of the New York Appellate Division.

At the start of this divorce I owned three properties with very small mortgages on them. The improper and unlawful rulings being appealed have resulted in the defendant taking two of the three properties, All of the cash marital assets (over $50,000.00),

A legal mechanism was contrived and put in place by the defendant's lawyer wherein they can take away the last of the three properties I owned, my present home. This was done with the full knowledge and cooperation of Judge Arthur W. Lonschein. The order requires me to pay much more money than I earn. My financial ruin was hastened by the fact that the judge transferred my rental property to the defendant while holding me responsible for paying the mortgage. The judge refused to credit me with the mortgage and maintenance payments I made for the property he gave the defendant. He also refused to require the defendant to account for the rental income she collects from my property.

These actions result in rapidly and continually growing arrears. Even if I paid everything I earned. The judge granted them a judgement against me for over $16,000.00 for these arrears. He specifically authorized the defendant's lawyer to go after my present home with it.

The use of contrivances has been rampant throughout this case. For example, I was ordered to sell one of my properties for far more than it was worth. If I failed to sell it within ninety days I would have to pay the defendant $500.00 per month until it was sold. This is over and above all other payments. Even if there wasn't so much evidence of Judge lonschein's complicity in the contrivances any reasonable person would conclude that they could not be accomplished without his knowledge, and cooperation.

THE WORST WRONGS THAT THE JUDGE AND THE DEFENDANT'S LAWYER HAVE DONE ARE THE MANIPULATING AND VIOLATING OF COURT RULES AND PROCEDURES TO CONTRIVE CIRCUMSTANCES WHEREIN I HAVE BEEN DENIED ANY ACCESS TO MY CHILDREN AT ALL. They have kept me and my children in a constant state of fear for their well being. The abuse included a filing of false sexual abuse charges against me. The defendant charged that I had sexually abused my then 18 year old daughter Lavida. These charges were investigated by the Mr. Benjamin S. Campbell of the St. Christopher Ottillie services for children and found to be completely false. (37-22 82nd Street, suite 223, Jackson Heights, NY, 11372, 718-307-0700) JUDGE LONSCHEIN REFUSED TO ADDRESS ANY ABUSE OF MY CHILDREN OR DENIAL OF VISITATION.

This and other abuse caused my daughter Lavida to move out of her mother's house and move to the Virgin Islands where she lives with my sister. Her mother caused her to be expelled from Syracuse University. She did this by absconding with the money I had saved and sabotaging the tuition assistance process for

Lavida. After this The defendant made Lavida pay rent and pay for food in her home even though I was paying more than $300.00 per month support for each child. This consumed nearly all of the money Lavida earned. I helped her to get a job and get re-enrolled in college.

I submitted an affidavit from Lavida that she was emancipated from her mother and working to support herself. At first Judge Lonschein ignored it as he had done with other motions filed by my lawyer or by myself when I had no lawyer. When my attorney insisted he address it he reacted angrily. He cut off all college tuition assistance for Lavida from BOTH parents retroactively to include $4,700.00 that she was already owed.

Judge Lonschein gave false testimony as an account of what transpired before him. He threatened on the record to lock me up if I attempted to refute what he said. All of these outrageous and egregious acts by the judge and the defendant's counsel can be proven. It would be a terrible travesty to allow them to make extraordinary use of court rules and procedures to conceal these actions.

After two years of refusing to hear any motions about the harassment and abuse of my children or the denial of visitation Judge Lonschein held a hearing wherein he mockingly ordered the defendant to have the children available for me to pick up at visitation time. After the defendant failed to do this for three months Judge Lonschein ruled that even though she didn't allow visitation she didn't violate his order. Furthermore she would no longer be bound by any order of visitation. The transcripts of this and the circumstances around it clearly show the judge's collusion with the defendant's counsel to produce the outcome they did.

After two years of abuse and harassment and a sense of hopelessness my children were asked by the judge if they love me and want to visit with me. My daughter Jacklyn said and did what they wanted her to. My son James refused to say he doesn't

love me. He made covert arrangements through his neighbor to meet and spend some time with me. When his mother found out she confined him to the house for the entire summer. He has been sent off somewhere and is not allowed to communicate with anyone in my family. Not even his older sister Lavida.

I had been increasingly taking over the management of my former employers company as they were making arrangements to retire. The defendants lawyer Stanley Alter harassed them and me so much that we could not make any plans at all. He filed false claims in court. He repeatedly telephoned and harassed my former employer. He even subpoenaed them for a personal appearance in court. Judge Lonschein gave these actions his blessing by forbidding any mention of them at any of the many hearings he held. My former employer decided to close the company and sell off the assets. Since that happened in July of 1993 I have been unemployed. I have worked since then for just over 2 months but that employer also closed my division. More than 80% of all the jobs in my field in this area have been lost over the last 4 years.

I cannot find words to describe the pain and anguish I experience as I must repeatedly go over the details of the terrible things that were done to my children and myself over the past four years. I must also be aware that much of it was done by or with the cooperation of Supreme Court Justice Arthur W. Lonschein. His abuse of his enormous power is evident throughout the case. Even though I never disrespected him at any time his hostility toward me was evident throughout the case.

I am entitled to a fair and impartial judge. Judge Lonschein never even pretended to be either fair or impartial. This judgement is so patently absurd that I am not capable of complying with it no matter what I do. It empowers them to take my children and my home and eventually lock me up. Nowhere is there any justification for any of this.

I pray that you will grant me an opportunity to present my proof of these horrible abuses of my children and myself. I pray that this will result in a reversal of the order and a removal of Judge Lonschein from the case.

Dated: Monday Mar 20, 1995

James R. Creque III
Plaintiff Pro Se

Defendant Attorney's Affirmation Against Enlargement of Time. The Underlined Statements are False.

547 Euclid Ave
Brooklyn, N.Y. 11208
718 277-4090

To: Alter & Alter
Attorney for the defendant
405 Lexington Avenue
New York N. Y. 10174 *

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION, SECOND DEPARTMENT

----------x
In the Matter of the Petition of
Supreme Court
JAMES R. CREQUE III Queens County
Plaintiff-Appellant,

-against- Index No. 3376/91
Docket #94-08800
NASMOON S. CREQUE,
Respondent- Appellee,
----------x

STANLEY ALTER, an attorney duly admitted to practice before all of the Courts of the State of New York, affirms the following statements under penalty of perjury.

I am a member of the firm of Alter & Alter, attorneys for the defendant/appellee, and I submit this affirmation in opposition to the plaintiff/appellant's request for an enlargement of time to perfect his appeal.

As will be show herein, the request is but another bad faith attempt by the appellant to avoid his obligations under a judgment entered against him in the above-captioned matter where he was directed to pay the sum of $14,316.75 to his former wife, the appellee herein, which monies represent back support for her and the infant children of the marriage. Additionally, appellant has failed to pay the sum of $2,000.00 awarded to appellee's counsel (Alter & Alter) as set forth in the judgment appealed from. The court should note that it is more than 18 months since the filing of the notice of appeal dated January 19, 1994 and it is submitted that appellant's time to seek an enlargement has long past.

Additionally, appellant has not advised the court as to what arrangements, if any, he has made to provide the Record on Appeal or what steps he has taken to procure the transcripts of the hearing that lead to the entry of judgment. At the bottom of page "2" of the Order, which is the basis of the judgment, the court should not that a hearing was held and testimony was taken which gave rise to the entry of a judgment in the sum of $13, 793.00. Said order also directed the payment of continued support for the infant children of the marriage. The court should further note that since the hearing not one penny has been paid by the appellant for the support of his infant children, nor has he paid any support to his former wife, the appellee herein, as called for in the judgment of divorce.

In support of his application, appellant states that there was a prior appeal pending which appeal would substantially impact on this matter. The court should be advised that a decision was made by this Court with regard to appellant's first appeal. This court affirmed the judgment of divorce. A copy of this Court's affirmance is annexed hereto as Exhibit "A".

I respectfully submit that the present application be in all respects denied. However, if the Court grants appellant's application it should do so on the condition that the appellant

post an appropriate bond in the amount of the judgment and make current all prior support obligations to the date of the present application.

Dated: New York, New York
March 28, 1995

Stanley Alter

Appellate Court's Denial of Motion to Enlarge Time.

Supreme Court of the State of New York
Appellate Division : Second Judicial Department

1585S
F/em

THOMAS R. SULLIVAN J.P.
SONDRA MILLER
FRED T. SANTUCCI
MYRIAM J. ALTMAN, JJ.

93-08800 DECISION & ORDER ON MOTION

James R. Creque III, Appellant,
V Nasmoon S. Creque, Respondent

Motion by the appellant pro se to enlarge time to perfect an appeal from a judgment of the Supreme Court, Rockland County, dated December 20, 1993.

Upon the papers filed in support of the motion and no papers having been filed in opposition thereto, it is

ORDERED that the motion is denied and the appeal is dismissed, without costs or disbursements.

SULLIVAN, J.P., MILLER, SANTUCCI,
and ALTMAN JJ., concur.

ENTER:
MARTIN H. BROWNSTEIN
Clerk

April 27, 1995
CREQUE v CREQUE

Motion to Court of Appeals for Leave to Appeal the First Judgment With the Complete Record.

APPELLATE DIVISION, SECOND DEPARTMENT

----------X

In the Petition of JAMES R. CREQUE III Petitioner, -against-	Supreme Court index number 3376/91 NOTICE OF MOTION FOR LEAVE TO APPEAL
NASMOON S. CREQUE, Respondent,	Appellate Court index number 93-08411

----------X

PLEASE TAKE NOTICE that the plaintiff JAMES R. CREQUE III hereby requests leave to appeal this matter to the New York State Court of Appeals from the Appellate Court Second department, 45 Monroe Place, Brooklyn N. Y. 11201 on Friday April 21, 1995.

The following reasons were given for not granting the appeal.

1, Many of the plaintiff's contentions are based on matters dehors the record.

2, The stipulation with respect to division of the marital property was fair on its face. The plaintiff failed to point to any evidence on the record that financial information of consequence was not disclosed.

3, Although the plaintiff contends that his child support payments were not in accordance with the child support standards act the parties' stipulation included a specific acknowledgement that the statutory guidelines were followed in determining the amount of child support.

I WISH TO HAVE THE COURT OF APPEALS REVIEW THIS MATTER FOR THE FOLLOWING REASONS:

1A, The case file subpoenaed by the Appellate Court was tampered with before it was delivered. The documents that would support the plaintiff's contentions were removed. Among the documents that were removed were:

a, Plaintiff's pay records provided directly to the defendant's counsel in response to subpoena.

b, Plaintiff's income tax returns for the years 1989, 1990, and 1991.

c, Bank record subpoenaed by the plaintiff which show not only that the defendant had absconded with and concealed over $27,000.00, but the methods she had used to control this money and attempt to conceal it.

d, Transcripts of examinations before trial that show when these records were made a part of the record.

e, I submitted with my appeal sworn affidavits of two witnesses of the action taken to coerce me into accepting this stipulation. The judge had refused to hear motions about the abuse and harassment of my children and denial of visitation for 19 months. He had held hearings to hold me in contempt for failure to pay support even though I was 2 months ahead in payments. The lawyer who was supposed to represent me arrived at the trial nearly 2 hours late. When he arrived he stormed up to ma belligerently and asked me "What business have you got calling around to people asking about me?" After saying many other things to me about his not tolerating anyone

questioning how he does things he said he quit and walked away. The person who submitted the affidavit went after him and spoke to him. He came back and stated the conditions under which he would finish this case. I must not question anything he does and I must accept the stipulation he would get. He said he would guarantee me access to my children but if I don't go along with him he would walk out and I might never see my children again.

In addition to the fact that these records were removed from the file, there was a document included with the file that falsely claimed that the plaintiff earned $80,000.00 per year. Plaintiff's income tax returns show that plaintiff earned $19,215.00 in 1991. This included rental income from property that he was ordered to sell and divide the proceeds with the defendant.

2A, The bank records subpoenaed from Bowery Bank and First Federal Savings Bank show the defendants deliberate concealment of more than $27,000.00. Other documents showing smaller amounts totaling over $25,000.00 were available but not made a part of the record. The reasons the attorneys gave for not including them in the record was that there were too many transactions for small amounts. These records were painstakingly reviewed and showed deposits and withdrawals well over $140,000.00. By comparing dates of the deposits and withdrawals to determine concurrent possession it was determined that the net amount the defendant had concealed was over $55,000.00.

3A, DRL 240 10 h clearly states that a valid agreement SHALL include a provision that the parties have been advised of the provisions of this subdivision. It goes on further to say that such provision may not be waived by either party or counsel. No such provision was made a part of this stipulation.

The plain english wording of this law and the further provision that it may not be waived by either party or counsel indicates that it is intended to prevent just the kind of coercion and deception that was perpetrated in this case. The statement that the stipulation conforms to statutes not only does not bring the stipulation into compliance with this law, It shows a deliberate violation of it. That statement could be inserted into any document.

The judgement as it stands requires me to pay more money than I earn.

The effect of the removed records, the added document and the false claim made in the stipulation that it conforms to statute clearly show that there was deliberate deception and a deliberate effort made to undermine the lawful Court process for the benefit of the defendant.

I was not notified when the case was calendared by the Appellate Court. When I inquired about the case at the Appellate Clerk in late October 1994 I was told it could be over 18 months. To this day I have not been served with the decision from the Appellate Court. I found out about it by accident while looking through the Supreme Court files.

Dated: March 24, 1995 New York

James R. Creque III
Plaintiff Pro Se
547 Euclid Ave
Brooklyn, N.Y. 11208
718 277-4090

To: Alter & Alter
Attorney for the defendant
405 Lexington Avenue
New York N. Y. 10174

Motion to Court of Appeals for Leave to Appeal the Second Judgment

COURT OF APPEALS OF THE STATE OF NEW YORK

----------X

In the Petition of JAMES R. CREQUE III Petitioner, -against-	Supreme Court index number 3376/91 NOTICE OF MOTION FOR LEAVE TO APPEAL
NASMOON S. CREQUE, Respondent,	Appellate Court index number 93-08411

----------X

PLEASE TAKE NOTICE that the plaintiff JAMES R. CREQUE III hereby requests permission of the court of appeals to present this matter before you on Monday August 7, 1995 at 9:30 AM at the Court of Appeals of the State of New York, Court of Appeals Hall, Albany New York 12207.

REASONS:

In affirming the judgement the Appellate Court ruled that my contentions were based on matters dehors the record. The case file was subpoenaed to the Appellate Court from the Supreme Court. Before the file was delivered to the Appellate Court it was purged of all financial records that would prove my contentions. This included my income tax returns for three prior years, my employers pay records, and my statement of net worth. It was also purged of transcripts of depositions taken at

examinations before trial. Either the transcripts or the financial records would prove my contentions. In addition I have evidence of a conspiracy to eliminate the transcript of one deposition that would have revealed serious attorney wrongdoing.

The Appellate Court cited a statement by the defendant's counsel Mr. Stanley Alter in the judgement that the judgement conforms to statutes. It is my contention that this statement is false and a deliberate deception. It is unreasonable for the Appellate Court to base their decision on that statement and a file that has been purged of all documents related to my contention. It would be a simple matter for anyone to preclude an appeal of any case by purging the files of evidence and inserting a similar statement. If tampering with court files isn't a crime it ought to be.

The Appellate Court's did not dispute the fact that the judgement violated §DRL 240, 10, h. They simply stated that I was represented by counsel. With my appeal I submitted sworn affidavits of 2 witnesses of serious misconduct by the attorney who was supposed to be representing me. In addition, the complete file, before it was purged, included full financial disclosure by me and none by the defendant. The transcripts that were removed showed she acknowledged income from her job and her business but refused to say how much.

The New York Practice Library clearly states that failure of an attorney to pursue full financial disclosure may be considered malpractice. The attorney I hired didn't pursue any financial disclosure from the defendant at all. The following was taken from the New York Practice Library Volume 3 Page 643. It is under the headings Law And The Family, Second Edition Revised, Equitable Distribution. Credit is given to Doris Jonas Freed, Joel R. Brandes, and Carole L. Weidman. This set of volumes is in the Queens Supreme Court Library at 88-11 Sutphin Blvd, Jamaica N. Y. 11435.

THE RIGHT TO PRE TRIAL DISCLOSURE IS PURELY STATUTORY. THE RIGHT TO SUCH DISCLOSURE IS SET FOURTH IN ARTICLE 31 OF THE CPLR. THE STATUTE PROVIDES THAT THERE SHALL BE FULL DISCLOSURE OF ALL EVIDENCE MATERIAL AND NECESSARY IN THE PROSECUTION OR DEFENSE OF AN ACTION REGARDLESS OF THE BURDEN OF PROOF...."3

THE PROPER USE OF DISCLOSURE DEVICES IS ESSENTIAL TO THE PREPARATION FOR TRIAL OF A MATRIMONIAL CASE GOVERNED BY THE EQUITABLE DISTRIBUTION LAW. THE STATUTORY TOOLS AVAILABLE CAN BE USED NOT ONLY TOWARDS ACHIEVING SUCCESS AT TRIAL, BUT AS A MEANS OF BRINGING A CONTESTED MATTER TO AN EARLY RESOLUTION PRIOR TO TRIAL. IT MAY EVEN BE CONSIDERED MALPRACTICE TO FAIL TO EXERCISE THE RIGHT TO USE AT LEAST ONE OF THE DISCLOSURE DEVICES BEFORE SETTLING A MATRIMONIAL ACTION.

Since the judgement I appealed violated the law the Appellate Court ruled improperly when they affirmed it. In effect they usurped the authority of the legislature. That is a big step down the road to anarchy.

§DRL 240 10 h clearly states that a valid agreement SHALL include a provision that the parties have been advised of the provisions of this subdivision. It goes on further to say that SUCH PROVISION MAY NOT BE WAIVED BY EITHER PARTY OR COUNSEL. The plain english wording of this law and the further provision that it may not be waived is obviously intended to prevent just the kind of coercion and deception that was perpetrated in this case. The statement by the defendant's counsel that the stipulation conforms to statutes not only does not bring the stipulation into compliance with this law, it shows a deliberate effort to violate it. That statement means nothing unless it's true. It could be inserted into any document.

"THE COURT MUST ABIDE BY THE DICTATES OF THE LEGISLATIVE BODIES. WHEN THEY MAKE DECISIONS THAT ARE OUTSIDE OF THE LAW THEY ARE ACTING INAPPROPRIATELY." Day-Bright Lighting, Inc. v. Missouri, 342 U.S. 421 *"THE JUDICIARY MAY NOT SIT AS A SUPERLEGISLATURE TO JUDGE THE WISDOM OR DESIRABILITY OF LEGISLATIVE POLICY DETERMINATIONS MADE IN AREAS THAT NEITHER AFFECT FUNDAMENTAL RIGHTS NOR PROCEED ALONG SUSPECT LINES".*

The Appellate Court's decision says that the property settlement was fair on its face based on the record. The record was purged of all evidence that would prove that it was not fair including documents subpoenaed from 5 banks that show the large amount of cash absconded with and by the defendant. These documents also showed her efforts to conceal this and the fact that most of the money was taken during the 2 months after the first hearing in the case. Since so much of the record was removed and kept from the appellate court it would have been impossible for them to render a fair decision based on the truth.

I have copies of the transcripts, the bank records, the pay records and the income tax returns that were removed from the files. I also have proof of the defendant's business income. I ask that the Court of Appeals review my case based on the complete record and a clear presentation of the facts.

When this judgement was made my gross monthly income was less than $1,750.00. The judgement required me to pay 1,279.11 per month in maintenance and child support. It specifically stated I had no claim to the money the defendant absconded with which was more than $50,000.00. Of the three properties I owned it ordered me to give the defendant the marital residence which was the most valuable of the three. It gave me the second most valuable of the three and required me to sell the third and split the proceeds with the defendant. I was

ordered to sell the third property for about $15,000.00 more than it was worth in the condition it was in. This was an impossible task. I was then penalized $500.00 per month after 90 days for failing to sell it. This meant I was required to pay more than I earned.

The Supreme Court took away all of my property for the defendant and ordered me to pay more than I could possibly pay. Even worse than that the judge encouraged the defendant to deny me any access to my children at all. At no time did anyone even so much as make a claim that there is any justification for any of this. Certainly not anything I did.

I ask that the Court of Appeals afford me the opportunity to present the full record of the case and make their decision on the complete record.

Dated: Monday July 17, 1995

James R. Creque III
Plaintiff/Appellant Pro Se
547 Euclid Ave.
Brooklyn, N.Y. 11208
718 277-4090

Court of Appeals Denial on the Second Judgment.

State of New York
Court of Appeals

At A session of the court, held at Court of Appeals Hall in the City of Albany on the ..twenty fourth.. *day of* ..October.. *1995*

Present, HON. JUDITH S. KAYE
Chief Judge, presiding

2-10 Mo. No, 1047
James R. Creque III,
Appellant,
v.
Nasmoon S. Creque,
Respondent.

A motion for leave to appeal to the Court of Appeals in the above case having heretofore been made upon the part of the appellant herein and papers having been submitted thereon and due deliberation having been thereupon had, it is

ORDERED, that the said motion be and the same hereby is denied.

Donald M. Sheraw
Clerk of the Court

Court of Appeals Denial on the First Judgment.

State of New York
Court of Appeals

At A session of the court, held at Court of Appeals Hall in the City of Albany on the ..twenty fourth.. *day of* ..October.. *1995*

Present, HON. JUDITH S. KAYE
Chief Judge, presiding

2-10 Mo. No, 1047
James R. Creque III,
Appellant,
v.
Nasmoon S. Creque,
Respondent.

A motion for leave to appeal to the Court of Appeals in the above case having heretofore been made upon the part of the appellant herein and papers having been submitted thereon and due deliberation having been thereupon had, it is

ORDERED, that the said motion be and the same hereby is denied.

Donald M. Sheraw
Clerk of the Court

Motion by Attorney Linda Roots for Enforcement of Visitation.

At IAS part 2 of the Supreme Court of the State of New York held in and for the County of Queens, at the courthouse located at 88-11 Sutphin Boulevard, Jamaica, New York on the ..25th.. of Feb, 1992

PRESENT:
Hon. Arthur W. Lonschein - Justice

James R. Creque III,
Plaintiff,

Index No. 3376/91

-against-

ORDER TO SHOW CAUSE

Nasmoon S. Creque,
Defendant.

UPON reading a filing the annexed affidavit of James R. Creque, duly sworn to on the 19th Day of February, 1992, and sufficient cause appearing therefor,

LET the defendant, Nasmoon S. Creque, show cause at IAS Part ..2.. of this Court, located at 88-11 Sutphin Boulevard, Jamaica, New York, on the ..9.. day of March, 1992, at 9:30 A.M., or as soon thereafter as counsel may be heard, why an order should not be made and entered herein, requiring the defendant to permit the plaintiff to have visitation with the minor children away from the premises of the of the defendant every Wednesday evening until the children are returned to school on the following Thursday morning and every other weekend from Friday evening until the children are returned to school on the following Monday morning and prohibiting the

defendant from interfering with the plaintiff and the minor children from being in contact by telephone and prohibiting the defendant from harassing the children about the nature of their visit with the plaintiff and such other relief as the Court finds just and proper, and it is further

ORDERED, that personal service of a copy of the Order be made upon Stanley Alter of Alter and Alter, Attorney for the defendant, at his offices at 60 East 42nd Street, New York, New York 10165 on or before the ..4.. day of March, 1992, which service shall be deemed sufficient.

ENTER:

_____

Clerk

Americans For Legal Reform's Letter Reporting Widespread Record Tampering in State Courts (Partial).

Americans For Legal Reform
Long Island Chapter

35 Pinelawn Road Suite L.I.8
Melville, NY, 11747 516-420-1212

Affiliated with the National Congress For Legal Reform

Allan Cronshaw
Executive Board Member
480 Maitland Street
East Meadow, NY, 11554 March 1st, 1993

To: Hon. Judith Kaye
Chief Judge of the State of New York
230 Park Avenue
New York NY, 10017

I spoke to you briefly at the February 23rd session of the Committee to Examine Lawyer Conduct in Matrimonial Actions hearing. I realize that you have still to be confirmed, but I believe that the deplorable conditions of the new york court system should be one of the immediate concerns of the next Chief Judge. I believe that it is significant that the committee did not permit me to speak, because the Committee does not want my subject matter presented before them in an open forum before the public. It is my assertion that in the New York Courts, certified transcripts are routinely edited to make them read differently than what actually transpired during the hearing. IN MY EXPERIENCE BOTH JUDGES AND LAWYERS HAVE WORKED IN COLLUSION WITH COURT REPORTERS TO

REMOVE BIASED AND PREJUDICIAL STATEMENTS, AND TO ALTER THE (WRITTEN) DEMEANOR OF THE HEARING TO PORTRAY SOMETHING OTHER THAN WHAT REALLY HAPPENED. This deprived litigants of due process, their right to appeal, their right to sue for malpractice, and to have their matters addressed by a review board.

On October 26th, 1992 I filed a complaint with the Nassau County District Attorney's Office regarding altered court transcripts. District Attorney Dennis Dillon forwarded my complaint to the Commission on Judicial Conduct. On February 7th, after a meeting with Nassau County Administrative Judge McGinity, I re-presented my allegations to Nassau County District Attorney Dennis Dillon. At that time I spoke on behalf of five other victims of court transcript laundering, and five witnesses.

On February 10th, Carolyn Gusoff and Channel 12 News presented the story in a news telecast. Because of the telecast, I was contacted by two additional victims of court transcript laundering, and this additional information was forwarded to Dennis Dillon in the enclosed letter dated February 12th. At that time I added to the tape of the Channel 12 telecast a tape recording of a court reporter stating that transcript laundering is just about routine. I have forwarded copies of this tape to President Clinton, Key members of the Media, and I am at present filling requests of other media members for copies. I am forwarding a copy to you so you can examine the tape. The copy You are receiving does not have the statements of other victims and witnesses as does the one sent out to the media. I would prefer that an investigator speak to the others in person. Their names, addresses, and telephone numbers will be made available on request.

Since the February 23rd hearing, Americans For Legal Reform (ALR) has begun to work more closely with other court related support groups, and I have continued to collect the

names of other victims of court transcript laundering. I have been contacted by victims as far away as Utica and the Hamptons. Monica Getz, who is the National President of the Coalition for Family Justice, was herself victimized by court transcript laundering. When Monica attempted to sue the court reporter, in the manner of the Nixon Watergate tapes, the reporter destroyed the original transcripts the night before the trial.

Even more horrendous is the issue of another woman whose case is supposed to be under investigation by the New York State Controller's Office. It is my understanding that this investigation has uncovered overwhelming evidence of corruption among court reporters and other court officials. Yet nothing is being done to rectify this deplorable situation.....

.....

This letter goes on with numerous examples and frustrated attempts to have them addressed.